not charge a party as his debtor. *Humphrey* v. *Spencer*, 36 W. Va., 11 (1892), inconsistently concludes that a wife's participation in the fraud is requisite to set aside a deed of property given by her insolvent husband, but immaterial to charge the property for the improvements erected by him. True, *Merchants, etc.*, v. *Borland*, 53 N. J. Eq., 282 (1895), permits a recovery of premiums from the wife, but it is on the ground that the case is the same as though the husband had deposited money in a savings bank to the wife's credit—a refusal to recognize the indivisibility of the policy. But, what the result would be in a particular jurisdiction as regards premiums paid by an insolvent, would depend entirely upon the State law of fraudulent transfers, U. S. Bank Art., Sect. 67 (2), or upon the Statutes; Section 22, N. Y. Domestic Relations Law. Maryland Code, Art. 45, Sects. 8, 9, 10. Under Section 70 of the '98 act alone, the trustee could not pursue these premiums, and could not charge the insurance money in the wife's hands.

CONSTITUTIONAL LAW—TAXATION—TAX ON GROSS EARNINGS AS AN EXEMPTION.—It is a well-settled rule in interpreting our State Constitutions that a provision that "all property shall be taxed in proportion to its value," or, "taxation shall be uniform and equal throughout the State," does not prevent the Legislatures from exempting certain classes of property, wholly or in part, from taxation. *Am. & Eng. Cyc. of Law*, XXV, 61 n. 4; *Mobile & Ohio R. R.* v. *Tennessee*, 153 U. S., 486 (1893). In States which have such a constitutional provision (*e. g.*, Wis., Ill., Ia., Mo., Kan.) the rule of *Farrington* v. *Tennessee*, 95 U. S., 679 (1877), would apply, viz., that where a tax of a fixed percentage of its earnings has been imposed on a corporation in lieu of all other taxes forever, and acts are done on the faith of this offer, a contract arises in favor of the corporation irrevocable by the State. Besides a clause like that given above, the Constitution of Minnesota also contained a provision against exempting property from taxation (Const. of 1858, Art. 9, Sec. 3). It had been frequently held by the State courts that a gross earnings percentage tax was valid for a particular year notwithstanding this clause. But the question had never been raised under this clause as to the validity of a contract forever to exempt corporations from general taxes in return for a fixed percentage of the annual gross receipts. The Legislature never tried to change the rate per cent. per annum, or to impose a tax of a different kind. The question finally arose, however, in *Stearns* v. *Minnesota ex rel. Marr*, 21 Sup. Ct. Rep., 73 (December 3, 1900). An act had been passed in 1895 (L. of Minn., Ch. 168) levying an *ad valorem* tax on lands belonging to a railroad company which had previously enjoyed immunity from general taxation. The act was declared unconstitutional by the U. S. Supreme Court. A majority of the Judges seemed to think that a special constitutional amendment (passed in 1871), regarding railroad taxes, validated the unalterable contract for perpetual commutation of general taxes in return for a fixed per-

centage of the gross receipts. The question is probably settled in Minnesota so far as railroads are concerned. But the question still remains open for other corporations, enjoying privileges under the gross receipts tax system, whether the present or any future Legislature can raise the rate per cent. of their annual tax, or substitute for it an *ad valorem* tax. On this point the opinion of Mr. Justice WHITE (speaking for HARLAN, GRAY and MCKENNA, J. J.), is important. He says: "The moment it is admitted that a gross receipt tax is an irrevocable contract, thereby it necessarily results that an exemption is provided for. The object of forbidding exemptions from taxation is not alone to secure revenue, but is to preserve untrammeled by contract the fulness of all the lawful power of taxation in the successive repositories of such power."

This reasoning seems sound. It is one thing to say that a gross-receipts tax for a given year is not an exemption; and quite another thing to say that a contract whereby future legislatures are kept from exercising their discretion, as to equalizing the general burden of taxation and readjusting the scheme of taxes when burdens become misplaced, does not render possible the development of a great system of exemptions. Such a contract would take away from the courts the right in any one year to consider whether the Legislature had abused its discretion in choosing the method of securing equalization and preventing exemptions, and only through the courts can clauses in a constitution providing for "equal and uniform taxes" "without exemptions" be enforced. Such a contract should, therefore, be declared void from its inception under a clause against exemptions.

REGULATION OF COMMERCE, THE POLICE POWER, AND THE ORIGINAL PACKAGE RULE.—By its decision in the case of *Austin* v. *Tennessee*, 21 Sup. Ct. Rep., 132 (November 19, 1900), the United States Supreme Court has come very near to overruling certain of its decisions vitally affecting the interpretation of our Federal Constitution. The Court here held that a State could prohibit the sale of cigarettes, and then punish a man who imported them in packages of ten and sold these packages singly. The packages were taken by an express company from a loose pile in a factory outside the State, were transported in an open basket belonging to the company, and delivered to the importer at his place of business, being first taken out of the basket by the express company's agent. Obviously, this was a subterfuge to evade the State statute. But was not the importer protected under the interstate commerce clause of the Constitution? Four Judges of the Court, speaking through Mr. Justice BROWN, denied that he was. They conceded that cigarettes were a legitimate article of commerce, and that the real question in the case was the definition of the term "original package" under the rule which protects the sale of original packages by the importer. Was it the package in which the importation was actually made, or a package of the size of those "in which *bona fide* transactions are